

TOWN OF KITTERY

200 Rogers Road, Kittery, ME 03904
Telephone: (207) 475-1329 Fax: (207) 439-6806

August 10, 2015

Council Chambers

Kittery Town Council
Regular Meeting
7:00 p.m.

1. Call to Order
2. Introductory
3. Pledge of Allegiance
4. Roll Call
5. Agenda Amendment and Adoption
6. Town Manager's Report
7. Acceptance of Previous Minutes – 7/13/15 and 7/27/15 Regular Meetings
8. Interviews for the Board of Appeals and Planning
9. All items involving the town attorney, town engineers, town employees or other town consultants or requested officials -
10. PUBLIC HEARINGS
11. DISCUSSION
 - a. Discussion by members of the public (three minutes per person)
 - b. Response to public comment directed to a particular Councilor
 - c. Chairperson's response to public comments
12. UNFINISHED BUSINESS

(070215-1) The Kittery Town Council moves to approve and sign the Wood Island Life Saving Station Preservation Agreement.
13. NEW BUSINESS
 - a. Donations/gifts received for Council disposition
 - b. (080115-1) The Kittery Town Council moves to receive a York River presentation and moves to adopt the recommended slate of members for the York River Wild and Scenic Study Committee.

c. (080115-2) The Kittery Town Council moves to authorize Tributary Brewing Co., LLC, 5 Winding Brooke Lane, South Berwick, ME, a one day extension for Tributary Brewing Company, 10 Shapleigh Road, Site A, to hold a one day event on September 5, 2015 from noon to 9:00 p.m. to serve beer under an enclosed tent in front of the establishment.

d. (080115-3) The Kittery Town Council moves to authorize the request from Kittery Parent-Teacher Association to hold the Seaside 4 Miler Race at Fort Foster on September 20, 2015, and to place a banner across Rogers Road, in front of the Community Center, from September 1st to 22nd, 2015, advertising the September 20th Seaside 4-miler race at Fort Foster.

e. (080115-4) The Kittery Town Council moves to approve an "Alcohol Permit for BikeME event," on September 12, 2015 at Fort Foster.

f. (080115-5) The Kittery Town Council moves to approve the disbursement warrants.

g. (080115-6) The Kittery Town Council moves to schedule a date for a public hearing for the Kittery Land Trust bond referendum.

h. (080115-7) The Kittery Town Council moves to schedule a date for a public hearing to transfer appropriations between accounts and carry forward requests.

i. (080115-8) The Kittery Town Council moves to appoint a representative to meet with the Rice Public Library Board of Trustees to interview George Dow for appoint to that board.

14. COUNCILOR ISSUES OR COMMENT

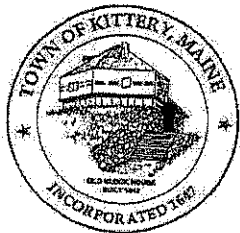
15. COMMITTEE AND OTHER REPORTS

- a. Communications from the Chairperson
- b. Committee Reports

16. EXECUTIVE SESSION

17. ADJOURNMENT

Posted: August 6, 2015



TOWN OF KITTERY

Office of the Town Manager

200 Rogers Road, Kittery, ME 03904

Telephone: 207-475-1329 Fax: 207-439-6806

ncolbertpuff@kitterymc.org

Nancy Colbert Puff

Town Manager

Town Manager's Report to the Town Council

August 10, 2015

1. **August 4th Storm Damage and Response** – As you are likely aware, the Town was hit hard by Tuesday's intense hail storm. 500+ properties in Kittery were without power as crews worked to clear fallen trees, restore downed lines, and respond to calls for emergency assistance. We responded to 2 structure fires. In addition, our communications microwave antenna located on the Rogers Road water tower was struck by lightning – we are assessing the damage and obtaining a cost estimate for its repair/replacement. I would like to recognize the team effort of our Police (including our Dispatchers), Fire, and Public Works departments in responding to the storm.
2. **Fort Foster Security Improvements** – We are developing a number of improvements to address security at Fort Foster. Among the changes already implemented are:
 - Employees will work in teams of two during busy gate times;
 - Additional speed bumps are installed to prevent vehicles from “rolling through” near the gatehouse;
 - New lines are striped to direct vehicles to slow down and avoid the gatehouse area;
 - A multiline phone has been installed at the gatehouse to enable an immediate connection to the Police Department and to allow the gatehouse to remain in contact with the Police while also being able to alert others to an emerging situation;
 - The Police Department is making more frequent patrols in the area; and
 - More frequent bank deposits are now part of daily operations to minimize cash on hand at any time.

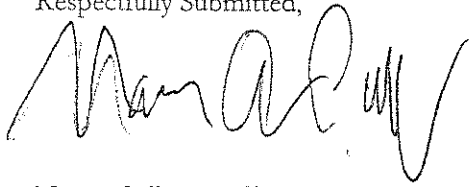
We are also working with Central Maine Power and Fairpoint to provide electricity and improved phone service to the gatehouse. We will address the design of the gatehouse itself to make it more secure, and are evaluating a variety of options for other improvements (cameras, alarm notification system, use of credit cards, web-based purchase of permits, changing the hours the gatehouse is open, etc.). I will keep the Council informed as we make additional progress.
3. **Route 103 Speed Limit(s)** – Police Chief Ted Short has requested Maine DOT evaluate the variable (30-25-20 mph) speed zones on Route 103. (The July 2015 issue of the Maine Townsman, pg. 57, has an interesting legal note pertaining to the process, Speed Limits on Local Roads.”)
4. **Route 236 Traffic Light at Bolt Hill Road** – We have received notice from Southern Maine Planning and Development Commission (SMRPDC) that Maine DOT has added the installation of a traffic signal and turning lanes to its 2017 work plan.
5. **Rogers Road Paving** – Maine DOT will be conducting paving operations on Sunday evening August 9th and August 16th, weather permitting, from Memorial Circle to Wyman Avenue.
6. **Firefighter Insurance Coverage** – Pursuant to Councilor Denault's request, we have met with MMA and reviewed their Accident Insurance for Volunteers (AIV) policy offered through Hartford Mutual as well as a similar policy tailored for the Fire Department offered through Provident

Insurance. It appears the latter plan provides superior coverage at a comparable cost of just under \$2,000/year for the entire department. I am working with the Fire Chief and the Finance Director to identify funding that might be made available to cover this cost.

7. **Library Committee** – The Committee has met twice, and has scheduled meetings every other week. I will post meeting minutes on our web site on my Town Manager's page.
8. **Maine Town and County Management Association** – I will attend the Maine Municipal Managers conference on Aug. 12-13.

As always, if you have any questions or concerns prior to the meeting, please do not hesitate to contact me. Thank you.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Nancy Colbert Puff', with a stylized, flowing script.

Nancy Colbert Puff

**TOWN COUNCIL MEETING
COUNCIL CHAMBERS**

**UNAPPROVED
JULY 13, 2015**

1
2 1. Call to Order

3
4 Chairperson Thomson called the meeting to order at 7:00 p.m.
5

6 2. Introductory

7
8 Chairperson Thomson read the introductory.
9

10 3. Pledge of Allegiance

11
12 Chairperson Thomson led those present in the pledge of Allegiance.
13

14 4. Roll Call

15
16 Answering the roll were Chairperson Jeffrey Thomson, Vice Chairperson Russell White,
17 Councilors Frank Dennett, Jeffrey Pelletier, Judy Spiller and Kenneth Lemont.
18

19 5. Agenda Amendment and Adoption

20
21 Chairperson Thomson announced that there was a slight change to Item G under New
22 Business regarding the figure to be authorized.
23

24 6. Town Manager's Report

25
26 Town Manager Puff stated that she attended the Southern Maine Planning and
27 Development Commission annual meeting last month where she was appointed a member of the
28 executive committee.
29

30 Town Manager Puff announced that tomorrow would be Bruce Kerns' last day as he will
31 be retiring. She noted that in the interim she will hire Municipal Resources Inc. to fill in to
32 provide the duties of an Assessor. This company charges \$85.00 per hour for their services with
33 an expected schedule of two days per week. She thanked the subcommittee who assisted in the
34 hiring process and noted that Paul McKinney would be the person on site from the firm and that
35 he has already begun the transition.
36

37 Town Manager Puff commented on the bond referendum vote that was passed in the June
38 election, she noted she and Cindy have communicated with the Bond Advisor and Bill
39 Stockmeyer, Bond Counsel, as to the timing and mechanics behind issuing debt pursuant to the
40 voter approvals and that on this current agenda, Counsel will take the first step in the process by

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81 a week long summer camp for Maine's 5th and 6th graders. Police Lieutenant Russell French and
82 Fire Chief David O'Brien regularly volunteer at the camp. This year, Chief Ted Short also
83 volunteered at the camp.

84
85 Town Manager Puff announced that on July 21st there will be a kick off meeting for
86 Phase IV of the Spruce Creek 319 grant in Town Council Chambers from 4:30-6:00. She noted
87 that everyone is invited to attend and that the Spruce Creek group is looking for new volunteers.
88 Town Manager Puff added that a guest speaker, John Bucci, a scientist from UNH's National
89 Resources and the Environment, who will be speaking on the identification of bacteria in Spruce
90 Creek and how to address the sources once they are identified.

91
92 Town Manager Puff commented that Police Chief Ted Short informed her that there is a
93 newly concentrated effort to enforce parking regulations in the foreshore and at Seapoint. She also
94 commented that 42 State Road, which should have been on the agenda for the Planning Board
95 last week, is a mixed use project at the corner of Love Lane and State Road which has been long
96 underdeveloped and will see redevelopment in the future. She added that packets for Planning
97 Board meetings are posted online for the public to see. Town Manager Puff noted that Attorney
98 McEachern appeared before the Superior Court in late June to discuss procedural requirements
99 regarding the 40 Old Post Road property, also known as the Dineen property. Attorney
100 McEachern made a plea to Justice Fritzsche and the Justice ordered that the burnt bus and the
101 bread van be removed from the property and not be replaced with anything. As of this day, the
102 burnt bus is still there and the bread van has been removed but has been replaced with additional
103 "stuff". Town Counsel McEachern will be going to the Court immediately to seek an order for
104 removal that the Town is able to act on.

105
106 Town Manager Puff provided an update on the Sewer Extension Project. At the last
107 meeting it was discussed that the abutters are asking questions about how much the betterments
108 will be and Town Manager Puff has attached to her report a letter that Superintendent Kathios
109 developed and sent to all of the project abutters regarding the process that Council will take up at
110 the end of the project. Also attached to her report is a project update which states that as of the
111 end of last week, it was determined in consult with the project engineers that the Town can
112 comfortably move forward with the Stevenson work now and the work put on hold in order to
113 have an adequate contingency in the project is now being released so the additional 14 properties
114 will be accomplished.

115
116 Town Manager Puff commented on an attached list of repairs that need to be made to the
117 roads which was developed by Norm Albert. She noted that they recently met with the BETA
118 Group who is preparing the 10 year road plan and expects them to come before Council at the
119 end of August to make a full presentation as to how we should be investing in our roads year to
120 year.

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9. All items involving the town attorney, town engineers, town employees or other town consultants or requested officials – None.

10. PUBLIC HEARINGS

(070115-2) Kittery Town Council moves to hold a public hearing on a renewal application from Tributary Brewing Co., LLC, 5 Winding Brook Ln., So. Berwick, ME for a Special Activity Amusement Permit for Tributary Brewing Company, 10 Shapleigh Rd., Suite A.

Chairperson Thomson indicated that this public hearing was advertised as necessary in the local printed media on Friday, July 3, 2015. Chairperson Thomson also noted that an inspection has been completed and the establishment is in compliance with town code. Chairperson Thomson then opened the public hearing and, no response being heard, closed the public hearing.

**MOTION MADE BY COUNCILOR PELLETTIER TO RENEW THE
APPLICATION. SECONDED BY COUNCILOR WHITE.**

A ROLL CALL WAS TAKEN WITH ALL IN FAVOR. MOTION PASSED 6/0.

11. DISCUSSION

a. Discussion by members of the public –

George Dow of Bartlett Road came to the podium and commented on the workshop held earlier that evening regarding Wood Island Station. He applauded Council for making the discussion on the matter available to the public so they can stay involved and informed. He also mentioned that although it is okay to have individual moral convictions and thoughts, it cannot interfere with votes. Mr. Dow mentioned the situation of amazing.net and pointed out that decisions must be made based on law and not personal opinions. He thanked the Council for remedying the last vote surrounding amazing.net and rectifying the situation.

D. Allen Kerr of Colonial Road came to the podium to discuss the Rice Public Library. He commented that the members from the library have made their efforts to find a location for a new library clear. He added that once they find the appropriate location they can provide their estimated budget for operating and staffing needs which has been requested by Council on a few occasions. Mr. Kerr suggested that the Council let the library go through the process at their own pace and allow them to provide documentation to the Council when they have it available and no longer request it from them. He then asked Chairperson Thomson if he ever approached Barry Fitzpatrick to either sell or donate his land to the Town for the use of the KCC and mentioned

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public record but he cannot remember during which specific meeting it was voted on. Councilor Dennett commented that he believes that if you are required to pump you do not have to pay the betterment fee but that Mr. Stacy should check with the Superintendent and that the fees cannot be calculated until the total project is finished. His opinion is that it is better to not give any fee estimates than to give an incorrect fee estimate. Chairperson Thomson requested that the Town Manager have George Kathios contact Mr. Stacy to discuss the situation.

Chairperson Thomson responded to Mr. Kerr's question regarding the meeting with Barry Fitzpatrick by stating that he attended a meeting which was called for by former Town Planner Millroy when he was looking at the overall KCC campus and the possibility of additional land acquisition. He attended the meeting because he is the Chair of the Community Center Board. Mr. Kerr asked if the topic of discussion was the possible selling or donating of the land and Chairperson Thomson confirmed. He stated that the suggestion came entirely from Mr. Millroy. Mr. Kerr asked him if he was there as a KCC representative and if he is still a member. Chairperson Thomson said yes to both. Mr. Kerr asked if the KCC had any interest in the property and Chairperson Thomson said not to his knowledge.

Mr. Kerr approached the podium and asked Councilor Lemont if he was at a KCC meeting a few months ago as a guest. Councilor Lemont confirmed. Mr. Kerr asked Councilor Lemont if a statement was made during that meeting regarding the KCC being interested in the property. Councilor Lemont responded that he does not recall. Mr. Kerr asked Town Manager Puff, a member of the KCC, if she recalled hearing this information. Town Manager Puff responded that she does not recall the specifics of that meeting but added that she thought at one point Mr. Millroy was interested in the property. Mr. Kerr asked Chairperson Thomson if he is stating for the record that the KCC is not interested in the Fitzpatrick property. Chairperson Thomson responded that as far as he knows they are not interested in the property. Councilor Spiller commented to Mr. Kerr that this is not what discussion should be used for. Mr. Kerr stated that the Council represents the tax payers and, in turn, represents him and he wants to make sure that the process is done in a clean and clear way without any conflicting interest. He then commented that, as a former member of the KCC Board, he knows that the KCC would love to have the Fitzpatrick property. Chairperson Thomson stated that it could have been discussed during a meeting when he was not present. Mr. Kerr asked whether the KCC would try to obtain the property if the library does not. Vice Chairperson White commented that this cross examination on the spot is not fair and Mr. Kerr should request a meeting and not expect one person to speak for an entire board. He told Mr. Kerr to refer to the Board's meeting minutes and informed him that they would deal with specific issues during tonight's meeting that would allow them to move forward and that all participants needs to be open to new ideas and work together. Mr. Kerr commented on specific remarks that were made by KCC Board members stating that library members were dragging their feet and were hiding facts which he believes is a willful intent to cast the library in a bad light. Councilor Spiller interjected that the role of public

CHAIRPERSON THOMSON MOVED FOR THE COUNCIL TO ADOPT THE RESOLUTION ENTITLED "RESOLUTION AUTHORIZING ISSUANCE OF BONDS AND TEMPORARY NOTES IN ANTICIPATION OF BONDS, IN THE PRINCIPAL AMOUNT OF \$1,300,000 TO FUND ROAD INFRASTRUCTURE CAPITAL IMPROVEMENT PROJECTS" WITH THE NOTATION THAT IT WAS ADOPTED BY THE VOTERS ON JUNE 9TH. MOTION SECONDED BY COUNCILOR SPILLER.

A ROLL CALL WAS TAKEN WITH ALL IN FAVOR. MOTION PASSED 6/0.

d. (070115-5) Kittery Town Council moves to adopt the resolution entitled "Resolution Authorizing Issuance of Bonds and Temporary Notes in Anticipation of Bonds, in the Principal Amount of \$821,817 to fund School Facilities Capital Improvement Projects."

CHAIRPERSON THOMSON MOVED FOR THE COUNCIL TO ADOPT THE RESOLUTION ENTITLED "RESOLUTION AUTHORIZING ISSUANCE OF BONDS AND TEMPORARY NOTES IN ANTICIPATION OF BONDS, IN THE PRINCIPAL AMOUNT OF \$821,817 TO FUND SCHOOL FACILITIES CAPITAL IMPROVEMENT PROJECTS" WITH THE NOTATION THAT IT WAS ADOPTED BY THE VOTERS ON JUNE 9TH. MOTION SECONDED BY COUNCILOR PELLETIER.

A ROLL CALL WAS TAKEN WITH ALL IN FAVOR. MOTION PASSED 6/0.

e. (070115-6) The Kittery Town Council moves to approve the disbursement warrants.

CHAIRPERSON THOMSON MOVED TO APPROVE THE DISBURSMENT WARRANTS FOR A TOTAL AMOUNT OF \$463,637.91. MOTION SECONDED BY COUNCILOR SPILLER.

A VOICE CALL WAS TAKEN WITH ALL IN FAVOR. MOTION PASSED 6/0.

f. (070115-7) The Kittery Town Council moves to appoint a representative to meet with the Chair of the Mary Safford Wildes Trust to interview Jeffrey Thomson for his re-appointment to that board until 2/28/18.

Councilor Thomson noted that the appointments all involve terms with different end dates and that the Town Manager noted that the Committee on Committees recommends having all board terms end on December 31st. Councilor Thomson stated that they could wait until December and ask the person to continue to serve because no successor has been appointed, appoint until December 31st of this year and then reappoint, or continue past practice and the

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h. (070115-9) The Kittery Town Council moves to appoint a representative to meet with the Chair of the Shellfish Conservation Committee to interview Jean Treacy for re-appointment to that board until 4/1/18.

No action taken.

i. (070115-10) The Kittery Town Council moves to appoint a representative to meet with the Chair of the Conservation Commission to interview Karen Saltus for re-appointment to that board until 5/31/18.

No action taken.

j. (070115-11) The Kittery Town Council moves to appoint a representative to meet with the Chair of the Conservation Commission to interview Earle Wells for re-appointment to that board until 5/31/18.

No action taken.

k. (070115-12) The Kittery Town Council moves to appoint Maryann Place as Acting Town Manager from July 20-23, 2015, during the Town Manager's absence.

Councilor Dennett asked Maryann Place if this was on her own will and accord to which she replied yes.

**CHAIRPERSON THOMSON MOVED TO APPOINT MARYANN PLACE AS
ACTING TOWN MANAGER FROM JULY 20-23, 2015 DURING THE TOWN
MANAGER'S ABSENCE. MOTION SECONDED BY COUNCILOR PELLETER.**

A VOICE CALL WAS TAKEN WITH ALL IN FAVOR. MOTION PASSED 6/0.

14. COUNCILOR ISSUES OR COMMENT

Councilor Lemont thanked Town Manager Puff for addressing his concerns. He then commented that he has heard from residents of Whipple Road where Whipple enters 103 all the way to the Kittery Point Bridge that the speed limit is 30 mph whereas on either end of the road it is only 25 mph. The residents would like this reviewed and possibly reduced.

Councilor Spiller commented on possibly removing some vegetation at the gate house to Fort Foster to control the mosquitoes which she has received complaints about. She asked if the

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could bridge the gap is a good idea. Councilor Dennett suggested that the Council read the agreements and added that if it is not in writing it never happened.

Councilor Pelletier commented that the money raised by WILSSA through the grants was secured by the premise that there would be exterior repair and the discussion about the preservation agreement is predicated on WILSSA's view that if there is going to be a preservation covenant then someone has to pay for it and if that someone is Kittery then they need a concession agreement and they need to allow Kittery to do the entire project. He stated that he does not believe it is predicated on WILSSA raising the money because they do not know what the money is going to be. Councilor Pelletier commented that he agrees with the meeting and encourages Council to direct the Town Manager to move forward on the preservation covenant based on the agreement that we have and the knowledge that any agreement entered into with WILSSA in the future it is likely that the covenant be revised. Councilor Lemont commented that WILSSA has invested a lot of time and money into the project and should have the option of making the decision of what path to go down. Councilor Dennett added that no documents should be signed without Council approval.

b. Committee Reports – None

16. EXECUTIVE SESSION – None.

17. ADJOURNMENT

**COUNCILOR WHITE MOVED TO ADJOURN, SECONDED BY COUNCILOR
PELLETIER WITH ALL IN FAVOR. MEETING ADJOURNED AT 8:10 P.M.**

1
2 1. Call to Order

3
4 Chairperson Thomson called the meeting to order at 7:01 p.m.
5

6 2. Introductory

7
8 Chairperson Thomson read the introductory.
9

10 3. Pledge of Allegiance

11
12 Chairperson Thomson led those present in the pledge of Allegiance.
13

14 4. Roll Call

15
16 Answering the roll were Chairperson Jeffrey Thomson, Councilors Frank Dennett, Charles
17 Denault, Jeffrey Pelletier and Kenneth Lemont.
18

19 5. Agenda Amendment and Adoption – None.
20

21 6. Town Manager's Report

22
23 Town Manager Puff reported that there was a robbery at the Fort Foster gates. Two
24 suspects were apprehended and the funds were recovered.
25

26 Town Manager Puff stated that squid fishermen have still been using Pepperell Cove to
27 fish. Port Authority has been directing people away from the new Pepperell Cove floats to the
28 fish pier. This has been working well except in some instances where damage has been done to
29 some dinghies and the pier as a result of the squid fishing.
30

31 Town Manager Puff noted that the Portsmouth Herald continues to report on the
32 redirection of the Prescott Park Arts Festival (PPAF) stage to send the sound out across the river.
33 Kittery residents are concerned that this will be a nuisance. Town Manager Puff reported that she
34 has met with the leadership members from Portsmouth and the PPAF and expressed the concerns
35 of the Kittery residents regarding the sound. She was assured that the intention is not to increase
36 the volume on the Kittery side and that she will kept apprised of progress and changes as the plan
37 goes before the Planning and Review Board in Portsmouth. Town Manager Puff has also
38 requested that current and projected base sound conditions be recorded to ensure that increased
39 volume will be not be detrimental to the Kittery side.
40

7. Acceptance of previous minutes – 5/11/2015

The minutes of 5/11/2015 were accepted as amended.

Acceptance of previous minutes – 5/27/2015

The minutes of 5/27/2015 accepted as amended.

8. Interviews for the Board of Appeals and Planning Board – None.

9. All items involving the town attorney, town engineers, town employees or other town consultants or requested officials – None.

10. PUBLIC HEARINGS – None.

11. DISCUSSION

a. Discussion by members of the public –

Sam Reid of WILSSA came to the podium to discuss the Wood Island Station. Mr. Reid noted that the building is eligible for the national register and has been approved for \$700,000 in funding (\$200,000 from Park Service, \$200,000 from the State of Maine, \$200,000 from the EPA, \$100,000 in private donations). He noted that the building is rare as it is the only lifesaving station with a marine railway. Mr. Reid stated that the funding is in place for the cleaning and repair of the building but it requires three documents. The first is a 20 year preservation covenant to assign maintenance responsibility. The Park Service requires that this happen as soon as possible or will award their \$200,000 in funding to another project, which would compromise the entire Wood Island Station project. This covenant has been edited, has been deemed acceptable by the State Historic Preservation Officer (the “SHPO”) and has been sent to the Town of Kittery and WILSSA by the SHPO and is ready for the Council to review and hopefully approve. Mr. Reid commented that a particularly important section of the document is that Kittery has the ability to enter into agreement with others to secure funding for the maintenance of the station. WILSSA believes that they have been, and will continue to be, successful as securing funding to cover maintenance costs and the taxpayers will not have to cover any costs. The second document is the Concession Agreement to allow WILSSA to operate the fully restored station open to the public to generate income to pay for maintenance. The intention of WILSSA is to create a small maritime museum in the station. A draft of this document was sent to this Council on July 13th. Mr. Reid commented that public opinion of the project is very high. Of a group polled at the Kittery Block Party, 100% agreed with the project. He mentioned that Bob’s Clam Hut is donating their tip jar to WILSSA for that week. The third document is the existing

81 agreement between the Town of Kittery and WILSSA which would need to be amended to
82 reflect the updates. The proposed changes were provided to the Council on July 13th as well. The
83 current document leaves out key points such as maintenance and what will happen to the
84 building once it has been cleaned and restored. Mr. Reid mentioned that, per Chairperson
85 Thomson's request, WILSSA met with Town Manager Puff and Councilor Spiller two days after
86 the July 13th meeting to discuss the documents. In order to compromise, WILSSA offered to
87 push the concession agreement back in time and make its effectiveness dependent upon the
88 outcome of the cleaning and exterior work on the building. They found that there is still
89 considerable doubt regarding whether this document is necessary. WILSSA requests that the
90 preservation agreement be approved as soon as possible and a clear process for going forward be
91 laid out. Once all of these documents have been finalized, work could potentially begin next
92 spring to clean and repair the station.

93
94 Robert Wildes came to the podium to discuss the robbery at Fort Foster. Mr. Wildes
95 stated that he is proud of the police response and the composure of the woman in the booth to
96 dial 911 and obtain the license plate number. He requested that the investigation into the matter
97 be made public and added to the agenda. Mr. Wildes would like to see a more proactive
98 response. He believes that Fort Foster has had increased criminal activity recently and noted that
99 criminal and gang activity is moving north from Hampton Beach. He inquired as to whether or
100 not the Department of Public Works has been made aware of the situation and if so, what
101 measures are they taking to curtail incidents like this. Mr. Wildes raised several questions
102 regarding current and future procedures such as: is a plan for enhanced police presence at Fort
103 Foster, how often is it being patrolled, what actions are being taken to enhance safety, how is
104 money being handled, how often is the money deposited, who takes the money to the bank and
105 do they request a police escort, is there an emergency button installed in the booth which is
106 connected to the Police Department, is there a phone in the booth, are there policies regarding
107 staffing attendance at the booth and are the employees ever alone? He also requested to see
108 police logs showing reports of police coverage in the area for at least the past month.

109
110 Barry Fitzpatrick came to the podium to discuss his family's parcel of land. He stated that
111 his mother was approached by two men who wanted to buy her parcel of land abutting the
112 Kittery Community Center to build a ball field. The two men told her that if she wanted to
113 donate the land they would have the ball field named after his father. His mother requested that
114 he act as overseer of the land as the heir to the family property. Mr. Fitzpatrick stated that on
115 October 26, 2013, Chairperson Thomson requested that he meet with him and Mr. Millroy, the
116 Town Planner at that time. At said meeting, Chairperson Thomson expressed the idea of a "new
117 center of town complete with updated town offices" which, if the parcel of land were to become
118 Town of Kittery property, would enable the "vision" to materialize. Mr. Fitzpatrick declined the
119 offer at that time. He stated that during a Council meeting a year ago, the Rice library, a private
120 entity, discussed their seven year quest to find a location for a new modern library and that the

parcel of land adjacent to the KCC would be a great location for a new library. Mr. Fitzpatrick approached Ms. Perkins the following day regarding a parcel of land adjacent to the KCC which would make a superb location for a new library. The library board loved the idea. On August 20, 2014, the library board approached the KCC board with their idea. Mr. Workman approached Mr. Fitzpatrick and asked him if he would sell or donate he land to the KCC, which he declined, as he does not want to sell or donate any portion of his land to any Town of Kittery entity. He stated that Chairperson Thomson and Town Manager Puff were in attendance at that meeting. Mr. Fitzpatrick commented that before his father passed away, he offered a portion of the land to the Town of Kittery for free and they never acted on the offer. Mr. Fitzpatrick then asked the Council the following questions: 1. If the Council wanted Rice Library to stay where it is, then why the seven year tax payer dollar hoop jumping? 2. Why the clandestine architectural ploy of a parking facility with a library attached? 3. Why the coercive library budget disbursements threat? 4. Why the latest impediment, at the suggestion of Chairperson Thomson, of a committee – to do what? Mr. Fitzpatrick commented that he would like the Council to work together with the tax payers and the citizens to provide assistance to the board of the Rice Library with their proven record of excellence of their professional and volunteer staff for a modern state of the art library facility.

Don Allen Kerr of Colonial Road approached the podium to discuss the Rice Library. He asked the Council why they tabled the funding issue at the last meeting and what they intended to accomplish by doing so. He stated that the action either needs to be withdrawn or acted upon and added that the motion, which he believes to be politically motivated, is an embarrassment to the town. Mr. Kerr believes that people will be watching the library committee with a great deal of interest and want it to help the library move forward and not be used as a tool to impede that process. He commented that he would like to know what the Council was thinking by appointing both a Council member and the Town Manager as voting representatives to the KCC. He stated that the Town Manager answers to the Town Council so they should not both be voting members. He stated that he believes this situation creates bias for certain agencies over other departments in the Town, specifically regarding the library project. Mr. Kerr commented that Chairperson Thomson has a conflicting interest in the project, which should be made public record, and he should be recused from all discussion of the project.

c. Chairperson's response to public comments

Chairperson Thomson commented that changes will be made to processes at Fort Foster and that the Town Manager will be reporting to the Council and the community with her updates at the appropriate time.

Chairperson Thomson responded to the questions regarding library stating that Council has a workshop with the library on August 10th and regarding the motion pertaining to library funding saying that tabling the motion means that it was “killed”.

12. UNFINISHED BUSINESS

(070215-1) The Kittery Town Council moves to discuss possible next steps regarding Wood Island Life Saving Station.

Chairperson Thomson commented that there was not a full Council and that any decisions regarding Wood Island should be made by the full body. He added that it seems clear that the majority of the Council would like to see the issue resolved in a way that would result in the life saving station being saved and maintained at no cost to the citizens of Kittery but he is unsure of how to get there. Chairperson Thomson stated that the land was transferred to the Town from the Federal Government and he does not understand why the town seems to be resistant to surrender the land to people who want to do something with it, especially since no money has been invested in it. He commented that there are many examples of historic sites are maintained by non-profit organizations for the betterment of the site and the community. The non-profit must display “cred” to raise money and have a direction, purpose and plan. WILSSA has all of these. Chairperson Thomson inquired as to the necessity of a concession and commented that damage to the site will not financially affect the Town of Kittery. He added that he would like to move forward and make sure that the Town does what it is responsible for and added that the Brownfield grant must be completed before any additional progress can be made.

Councilor Dennett commented that he must leave at 8:00 because his wife is ill but that he has reviewed the Town warrants and they look okay. He also stated that he has been receiving a large number of new or updated documents before every meeting and would like to see one final draft that is ready for review. Councilor Dennett inquired about flood and fire insurance for the property and asked who would be paying for and arranging the policies. He would like these details added to the draft document.

Mr. Reed responded to Councilor Dennett stating that flood insurance is required by the Park Service to receive the grant and he has already received an insurance offer from an agent for approximately \$3,000 per year which will cover the full amount of the \$200,000 grant. Mr. Reed added that WILSSA will be paying for the flood insurance but would like the approval of the preservation covenant before they go ahead with the policy. He also stated that they are not required to have fire insurance and therefore do not anticipate having it. Councilor Dennett asked Mr. Reed who will pay for weather damage. Mr. Reed responded that the language in the covenant agreement states that in the event of any significant event, WILSSA has a set period of time in which they must communicate to the Town whether or not they will fix the damage.

Councilor Dennett commented that if WILSSA does not choose to fix the damage, the Town of Kittery is the loser in that situation. Mr. Reed responded that we would all be losers in that situation and added that he sent an updated version of the documents to Maryann Place on Wednesday and she sent it out to the Council on Thursday. The additional document that came from Vice Chairperson White was a version with his comments since he would not be present at the meeting. Councilor Dennett listed the documents which need to be reviewed, commented on his objection to use of the word "shall" in the documents and informed Mr. Reed that he would like to sit down with him separately and review the documents in detail.¹

Chairperson Thomson asked Mr. Reed if the concession agreement would still be necessary if the Town was no longer in the picture. Mr. Reed stated that he would embrace suggestion as to how to go about change of ownership since they have not yet found an avenue to do that. He added that one option would be to partner with another government agency, such as the State of Maine, as a "voluntary reversion". He has spoken with the General Services Administration ("GSA") regarding this option.

Councilor Lemont questioned Mr. Reed about the Brownfield grant. Mr. Reed responded that the Brownfield grant covers the cleaning of the exterior and the interior of the property and that it has to be completed before the Concession Agreement takes effect. He clarified that the Brownfield grant is to clean, the Park Service grant is to repair and the State of Maine grant is to repair as well. All together they result in a clean building with a brand new exterior that is safe for the public. Councilor Lemont asked if there is anything they could do this evening to help the project to move forward. Mr. Reed requested that the Council confirm that they would be voting on the subject at the next meeting.

Councilor Denault suggested a motion as follows:

THAT THE PRESERVATION COVENANT DATED JULY 22ND BE APPROVED AND A MUTUALLY AGREEABLE CONCESSION AGREEMENT WITH THE WOOD ISLAND LIFE SAVING STATION ASSOCIATION BE CREATED, VOTED ON BY COUNCIL, AND PROVIDED TO THE NATIONAL PARK SERVICE FOR THEIR REVIEW BY SEPTEMBER 1, 2015. THIS CONCESSION AGREEMENT SHALL INCLUDE PROVISIONS TO ASSIGN THE MAINTENANCE AND RESPONSIBILITY FOR THE STATION TO WILSSA. IT WILL TAKE EFFECT AFTER THE CLEANUP AND RESTORATION OF THE STATION'S EXTERIOR BUT MUST BE FINALIZED BEFORE ANY CONTRACTS ARE SIGNED TO BEGIN THAT WORK. IN ADDITION, THE "REPAIR AGREEMENT" BETWEEN KITTERY AND WILSSA WILL BE AMENDED IN A MUTUALLY AGREEABLE MANNER AND AVAILABLE FOR

¹ Councilor Dennett exited the meeting at 7:55 p.m.

COUNCIL'S VOTE BY NOVEMBER 1, 2015 TO REFLECT THE MUTUAL INTENTION OF COUNCIL AND WILSSA THAT THIS HISTORIC LIFE SAVING STATION BE FULLY RESTORED AND OPEN TO THE PUBLIC AS A MARITIME MUSEUM AT NO COST TO KITTERY.

COUNCILOR LEMONT SECONDED THE MOTION AND THEN MOVED TO TABLE THE MOTION. COUNCILOR DENAULT SECONDED THE MOTION TO TABLE.

Chairperson Thomson supported the vote to table the motion. He commented that Mr. Reed is going to have a meeting with Councilor Dennett to review the documents and he would like to see a final document for the August 10th meeting that can be voted on that meets the test required by the Town of Kittery as the current owner of the property but gives WILSSA enough assurances to continue to move forward with the process. He also added that the wording but be tweaked.

A ROLL CALL WAS TAKEN. MOTION DOES NOT CARRY: 3/1 (4 VOTES REQUIRED TO PASS)

Councilor Pelletier asked Town Manager Puff if they had a final draft of the preservation covenant from the SHPO's office and Town Manager Puff responded that the draft is from the SHPO's office and stated that she did have comments regarding the draft and that she has concerns regarding the Town's affirmative obligation to make repairs as soon as the agreement is signed and the lack of an occupancy permit. She also noted that she spoke with Kirk, of the Maine Historic Preservation Commission, and he could not give her a definite time line but encourages progress to be made. Councilor Pelletier then commented on the urgency of the project stating that there is no drop dead date for completion of the project and suggested that the Council not try to skip ahead in the process and allow the Town Manager to make a presentation to WILSSA about concerns and changes and continue to move forward with the process from there. Mr. Reed responded to the comment regarding the deadline stating that Bob Sutton, who is the head of the National Maritime Program and Park Service, is the person who is setting the "deadline" and he has already spoken with him requesting a softer deadline. Mr. Reed added that the most important issue at hand is that the Park Service needs the grant money to be distributed and if that does not happen soon they will withdraw their offer. He suggested that changes be made on the document over the course of the next week and it should be ready to sign by the next meeting on August 10th. Councilor Lemont commented on the collaboration between the different groups and added that the Council would like the Town Manager to be involved in the process and the motion at hand hinders that.

Councilor Denault mentioned that the Council had a projected date of August 10th to review and approve the edited documents. Chairperson Thomson commented that there seems to be no hard and fast deadline. The real deadline for the grant money would be the end of the federal fiscal year, which is September 30th. He suggested that next week, Mr. Reed would sit down with Councilor Dennett and Town Manager Puff and discuss changes to be made in the document. Chairperson Thomson requested that by the next meeting on August 10th, the Council should either (a) have a motion to act on or (b) have an indication that significant progress has been made and communications has been made with SHPO and NPS. Councilor Pelletier commented that it is not necessary to set a deadline date because everyone is aware of the situation. He went on to mention that the Town of Kittery cannot give up responsibility for maintenance of the structure because they own it and whether WILSSA pays or not, Kittery is responsible for the covenant once the conservation agreement is signed.

Councilor Lemont requested clarification. He commented that he would like to move forward with the Brownfield grant, raise funds and have a concession agreement to sign. Mr. Reed responded that the concession agreement has a sentence that says Kittery can make arrangements with others to perform the maintenance. He added that both documents must go together. Councilor Lemont stated that the Council should pass something during the meeting to come before Council on August 10th. Chairperson Thomson responded that with only four people, it is unlikely anything would be passed and he would prefer Councilor Denault to withdraw his motion.

COUNCILOR DENAULT WITHDREW HIS EARLIER MOTION. SECONDED BY COUNCILOR LEMONT.

13. NEW BUSINESS

a. Donations/gifts received for Council disposition – None.

b. (070215-1) The Kittery Town Council moves to approve the disbursements warrants.

CHAIRPERSON THOMSON MOVED TO APPROVE THE DISBURSEMENT WARRANTS IN THE TOTAL AMOUNT OF \$143,471.26. SECONDED BY COUNCILOR PELLETIER, WITH ALL IN FAVOR. MOTION PASSES 4/0.

14. COUNCILOR ISSUES OR COMMENT

Councilor Lemont commented on the issue of lowering the speed limit from the intersection of Manson and Shapleigh roads to the Kittery Point Bridge from 30 mph to 25 mph. Town Manager Puff responded that she has not received an answer on that issue yet.

316

317 Councilor Lemont suggested that Fort Foster open at 9:00 a.m. instead of 10:00 a.m. to
318 give families, especially those with small children, an extra hour in the morning. He also
319 mentioned the issue of conflicts of interest with the KCC board. Councilor Denault responded
320 that he had paperwork on the subject that he could forward to Councilor Lemont. Councilor
321 Lemont then commented the he did not believe that the Chair has any conflict serving on the
322 KCC board. Chairperson Thomson responded that the makeup of the KCC board, which
323 included a Council representative and the Town Manager, was decided on in the spring of 2012
324 and no one objected at that time.

325

326 Councilor Denault passed out pictures to the Council of an injury received by a local
327 firefighter. He explained that while on a call, the firefighter was injured when a ladder crushed
328 his toes and some of them had to be amputated. Councilor Denault explained that worker's
329 compensation only paid for about one third of his salary and his loss of work has compromised
330 his ability to pay his bills. He commented that he would like to help this firefighter with his loss
331 of salary. He suggested organizing a fund raiser to assist him and his family. Councilor Denault
332 then went on to explain that injury on duty compensation does not meet civilian salary and could
333 ultimately result in fewer volunteers. He suggested that safety measures be added and a review of
334 the situation be done to see if any errors occurred. He also proposed giving direction to the Fire
335 Chief to review their policies and looking into Aflac or Colonial insurance to offset the loss
336 experienced by injured firefighters. He commented that the newspaper reported that the man was
337 fine when in fact he was not and the picture he has presented shows the actual injuries sustained.

338

339 Councilor Denault commented that he had received word from the gate person at Fort
340 Foster that Commissioner Albert followed up with them and would like to commend
341 Commissioner Albert on his caring and compassion for following up on the situation and to the
342 Town Manager for getting word out to the Town Council. He also noted that paving operations
343 have been posted on the Town's website and that comments or concerns should be directed to the
344 Town Manager. He then read the list of names of those citizens who have passed away in the
345 past few weeks. The list included the following people:

346

347 Alden Kenneth Niles
348 Dorothy M. (Tiano) Horton
349 Leigh (Moulton) Moulton
350 Lillian H. (Snelgrove) True
351 Corinne T. (Tunney) Perry
352 Barry Arthur Fletcher
353 Alphonse E. Tanguay
354 Irene E. "Nana" (Renie) Cejka
355 Russell E. Hersey

Eric Hoff "Rick/Bopa" Lindquist

Patricia Grace "Tesse" (Leary) Smykowski

Dorothy Spinney (from Eliot, bookkeeper at the Navy Yard & Dow Oil Companies)

15. COMMITTEE AND OTHER REPORTS

a. Communications from the Chairperson

Chairperson Thomson noted that he was copied on emails sent from the KCC regarding the service of those who attended the Navy/Shipyard conferences at the KCC which stated that the staff has been very accommodating and added that the Star Theater and KCC are becoming known up and down the east coast as the place for the U.S. Navy to have its meetings. He commented that he stopped into the annual lobster bake at the KCC last week and noted the beautiful setting. He then went on to state that KCC is moving towards becoming a self-supporting enterprise and that the positive comments that are received are worth more than a monetary value.

b. Committee Reports – None

16. EXECUTIVE SESSION – None.

17. ADJOURNMENT

**COUNCILOR PELLETIER MOVED TO ADJOURN, SECONDED BY
COUNCILOR DENAULT WITH ALL IN FAVOR. MEETING ADJOURNED AT 8:26
P.M.**

**NATIONAL MARITIME HERITAGE GRANT PROGRAM
PRESERVATION AGREEMENT**

THIS CONVEYANCE is made this ____ day of ____, 2015 pursuant to 33 MRSA §§ 1551-1555 by and between the Town of Kittery, having its location at 200 Rogers Road, Kittery, Maine, hereinafter sometimes called the Grantor, and the State of Maine through the Director of the Maine Historic Preservation Commission, hereinafter sometimes called the Grantee.

WITNESSETH

WHEREAS THE Grantor is owner of certain premises known as the Wood Island Life Saving Station, Wood Island, Kittery, York County, Maine, which premises is eligible to be listed in the National Register of Historic Places (National Register) under the National Historic Preservation Act of 1966 (P.L. 89665, 16 U.S.C. § 470a, *et. seq.*); and

WHEREAS THE sum of \$200,000 in grant-in-aid financial assistance from the National Park Service of the United States Department of the Interior has been granted to the Wood Island Life Saving Station Association (WILSSA) for the purpose of preserving the Wood Island Life Saving Station, a building that is important culturally, historically, and/or architecturally; and

WHEREAS THIS preservation easement is granted as a condition of the eligibility of WILSSA for the financial assistance from the National Park Service of the United States Department of the Interior appropriated from the National Maritime Heritage grant program; and

WHEREAS THE State of Maine through the Director of the Maine Historic Preservation Commission is presently responsible for precluding any activity or omission at the premises which would destroy or impair its value to the public as an historic place; and

WHEREAS THE Grantor is willing to grant to the State of Maine the preservation interest as hereinafter expressed for the purpose of insuring that the value of the premises for such purposes will not be destroyed or impaired.

NOW THEREFORE in consideration of the sum of One Dollar and other valuable consideration paid to the Grantor, the receipt whereof is hereby acknowledged, the Grantor does hereby give, grant, bargain, sell and convey, with covenant of warranty, to the State of Maine a preservation interest in the following described lots or parcel of land, with the buildings and improvements thereon (the real property together with the buildings and improvements thereon and the fixtures attached thereto and the appurtenances thereof, being hereinafter collectively referred to as the "Property") located in Kittery, York County, Maine and described in the York County Registry of Deeds, Book __, Page __.

The preservation interest herein granted shall be of the nature and character hereinafter expressed and shall be binding upon the Grantor; its successors and assigns.

The Property is comprised of grounds, collateral or appurtenant improvements, and the Wood Island Life Saving Station building (hereinafter referred to as the "Building").

In order to make more certain the full extent of Grantor's obligations and the restrictions on the Property, and in order to document the nature and condition of the Property, including significant interior elements in spatial context, a list of character-defining materials, features, and spaces is incorporated as Exhibit "A" at the end of this agreement. To complement Exhibit "A", Grantor personnel have compiled a photographic record, including photographer's affidavit, black and white photographs and negatives, or electronic image files saved as high resolution images, photograph logs, and a keyed location map. The Grantor agrees that the nature and condition of the Property on the date of execution of this easement is accurately documented by the architectural drawings and photographic record, which shall be maintained for the life of this easement in the Grantee's conservation easement file for the Property.

The foregoing description of the Property may be amended, replaced, or elaborated upon in more detail, and a description of the style, landscaping and similar particulars of the grounds, and any collateral or appurtenant improvements on the Property may be added, by an instrument in writing, signed by both parties hereto, making reference to this Preservation Agreement and filed of record in the York County Registry of Deeds. If and when such an instrument is placed of record, it shall be deemed to be a part of this Preservation Agreement as if set out herein.

For the purpose of preserving and protecting the Property, including its significance and value to the public as an historic place, the Grantor does hereby covenant and agree, on behalf of itself, its successors and assigns with the Grantee, its successors and assigns, to the following for a period of twenty (20) years beginning September 30, 2017 or when the exterior of the Building is restored, whichever comes first:

1. The Grantor agrees to assume the cost of continued maintenance and repair of the exterior of the Building, in accordance with *The Secretary of the Interior's Standards for the Treatment of Historic Properties* (see 36 CFR Part 68), so as to preserve the architectural and historical, integrity of the Building as documented by the Final Project Report at the conclusion of the grant period. Nothing in this agreement shall prohibit the Grantor from seeking financial assistance from any source available to him.
2. No construction, alteration, remodeling, changes of color or surfacing, or any other thing shall be undertaken or permitted to be undertaken on the Property which would affect the structural integrity, the appearance, the cultural use, or archaeological value of the Property without the express prior written approval of the State of Maine through the Director of the Maine Historic Preservation Commission, or any successor agency.
3. Grantee, its agents and designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the terms and conditions of this Preservation Agreement are being complied with.
4. Grantor agrees to permit public access to view the grant-assisted work no less than 12 days a year on an equitably spaced basis, weather permitting. The Grantor is not required to provide boat access. Nothing in this agreement will prohibit a reasonable nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.

5. In the event that the Property or any significant part of it shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the Grantor shall notify the Grantee in writing within 14 calendar days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and to protect public safety, shall be undertaken by the Grantor without the Grantee's prior written approval indicating that the proposed work will meet the Standards. The Grantee shall give its written approval, if any, of any proposed work within 60 days of receiving the request from the Grantor. If after reviewing the condition of the Property, the Grantee determines that the features, materials, appearance, workmanship, and environment (or setting) which made the Property significant, as documented by the Final Project Report as the conclusion of the grant period, have been lost or irreparably damaged, the Grantee will then notify the Grantor that the agreement is null and void. If the damage or destruction that results in the Property losing its significance is deliberately caused by the gross negligence or other actions of the Grantor or successor owner, then the Grantee will initiate requisite legal action to recover, at a minimum, the Federal grant funds applied to the Property which will then be returned to the U.S. Government.
6. The Grantor has agreed to comply with the Maine Human Rights Act (5 MRSA §§ 4551 *et seq.*).
7. The Grantor has agreed to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the Grantee.
8. If the Grantor fails to observe or if the Grantor violates any covenant, agreement, or provision contained herein, then the Grantee shall in addition to all other remedies available at law or in equity, have the right to enforce this Preservation Agreement, including each of its provisions, by specific performance or injunctive relief.
9. The Preservation Agreement set forth herein is intended by the parties hereto to preserve the historic integrity of the Property pursuant to the provisions of 33 MRSA §§ 1551-1555, or other provisions of law that may be applicable.
10. This Preservation Agreement provides the Grantee with additional legal rights and does not supercede or replace any pre-existing legal obligations of the Grantor or legal rights of the Grantee.
11. The Preservation Agreement set forth herein shall be binding upon and shall inure to the benefit of the Grantor and the Grantee and their respective successors and assigns. **TO HAVE AND TO HOLD** the aforegranted and bargained Easement with all the privileges

and appurtenances thereof to the said State of Maine through the Director of the Maine Historic Preservation Commission, its successors and assigns, to its and their use and behoof for a period of twenty (20) years.

12. SEVERABILITY CLAUSE

It is understood and agreed by the parties hereto that if any part, term, or provision of this agreement is held to be illegal by the courts, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

IN WITNESS WHEREOF, the Town of Kittery, signed by

_____, and _____, its officers
duly authorized and have hereunto set hand and seal for the purpose set forth above, all as of the
day and year first written above.

TOWN OF KITTERY

By _____

Then personally appeared the above named _____,
_____, and _____, of
the Town of Kittery, and acknowledged the foregoing instrument to be their free act and deed in
said capacity and the free act and deed of the Town of Kittery, Kittery, Maine.

Before me,

Notary Public

Date

STATE OF MAINE

By _____

Name: Earle G. Shettleworth, Jr.

Title: Director

Then personally appeared the above named Earle G. Shettleworth, Jr.,
of the Maine Historic Preservation Commission, and acknowledged the foregoing instrument to
be his free act and deed.

Before me,

Notary Public

Date

TO: Eliot Board of Selectmen
Kittery Town Council
York Board of Selectmen
FROM: York River Steering Committee
DATE: August 5, 2015
SUBJECT: Appointment of York River Study Committee

In late May/early June, a representative of the York River Steering Committee met with you to provide information and an update on the National Wild and Scenic Partnership River Program and the efforts to recruit members for a York River Study Committee.

As a next step in this process, the York and Eliot Boards of Selectmen and the Kittery Town Council are being asked to appoint members of the Study Committee, which will be composed of local appointees and partner organizations. This committee will oversee the study, share information, publish, and publicize the Management and Stewardship Plan with input from residents of the three communities.

To identify potential members of the new Study Committee, the Steering Committee held two community meetings at which it invited participants and others to submit applications for membership on the Study Committee. Information on the initiative and application forms were also posted on the Town of York's website. The Steering Committee reviewed the applications as well as approached numerous community members, particularly those with economic and commercial recreational interests, to discuss their willingness to serve on and/or work with the Study Committee.

As a result of that process:

- The York River Steering Committee recommends the attached slate of 10 members for consideration and adoption by the Eliot and York Boards of Selectmen and the Kittery Town Council. The Steering Committee also recommends that the partner organizations of the Maine Coastal Program, Maine Department of Transportation, the National Park Service, and the Wells Estuarine Research Reserve participate with the Study Committee as non-voting members.
- Each Board of Selectmen and Town Council is also being asked to nominate one member of the Study Committee to serve as its liaison. The Towns' liaisons could be chosen from among the recommended slate or could be another individual the Board/Council identifies. The Towns' liaisons will be asked to have regular, periodic meetings with their Boards/Council to answer questions and keep it updated on the study.

Late in the process, the Town of South Berwick decided to join the York River initiative. The Steering Committee will work with the South Berwick Town Council over the next month or so to identify an appropriate representative to add to the Study Committee. The Steering Committee will notify the Eliot, Kittery, and York Town Managers when the South Berwick representative has been selected.

As part of the process of preparing the recommended slate for the York River Study Committee, the Steering Committee also identified an impressive group of individuals with relevant skills and interests who agreed to support the York River study process by serving on a Board of Advisors. It is unlikely that the Board will need to meet as a group, but will serve as a resource that the Study Committee can turn to for advice on a wide variety of topics about which individual members have particular knowledge, experience, and/or interest.

The Steering Committee anticipates that the first meeting of the new Study Committee will be held in early to mid October 2015.

A member of the Steering Committee will attend the Board/Council's upcoming meeting to answer questions it may have about the recommended slate, study process, or other matters.

Thank you for your consideration.

August 5, 2015

[illegible]

York River Advisory Committee/Subcommittees

Candidate	Notes	Town/Agency Affiliation	Ecology/ Science/ Conservation	History/ Archaeology	Education	Recreation	Culture/ Art	Business Economy	Farming/ Forestry/ Fishing	Water Quality
Emerson (Tad) Baker	Professor of History, Salem State University	York		X	X		X			
Priscilla Cookson	York/South Berwick Conservation Commission, volunteer educator, lives on River	South Berwick	X		X					
Carol Donnelly	Founding member of the York Rivers Association, former Chair York River Steering Committee, lives on River	York	X			X				
Tim Ellis	Ellis Insurance	York	X	X		X	X	X		
Jennifer Fox	Great Works Regional Land Trust, former York River Steering Committee member	Eliot	X		X					X
Dave Gittens	Recreational fishing business, former York River Steering Committee member, Harbor Commission	York				X		X	X	X
Trenor Goodell	Owens land on River, former chief engineer for Portsmouth Naval Shipyard	York	X	X					X	
Mary Harding	Museums of Old York, sells/exhibits art	York		X			X	X		
Patty Hymanson	State Representative, retired MD	York	X							
John James Murphy	Eliot Conservation Commission, Board of Selectmen, formerly Planning Board	Eliot	X						X	
Dan Remick	Manager, Eldridge Hardware	York				X		X	X	
Neil Rolde	Historian, author, former member of Maine Senate	York		X			X		X	
Paula Sewall	Riverfront land owner, York Conservation Commission	York	X							
John Viele	Former Kittery Land Trust, long time resident	Kittery	X	X						

DRISCOLL REALTY, INC.

AUGUST 6, 2015

TOWN OF KITTERY
TOWN COUNCIL
200 ROGERS ROAD
KITTERY, MAINE 03904

RE: TRIBUTARY BREWING COMPANY EVENT SEPTEMBER 5, 2015

Dear Town Council,
Driscoll Realty, Inc. hereby gives permission to Tributary Brewing Company to host their one year anniversary event at Post Office Square on September 5, 2015.

Tributary Brewing Company will provide Driscoll Realty, Inc. with proper insurance required for any food vendors that may provide food for this event, as well as, any necessary equipment for fire protection. Tributary Brewing Company will also be responsible for monitoring all parking for this event.

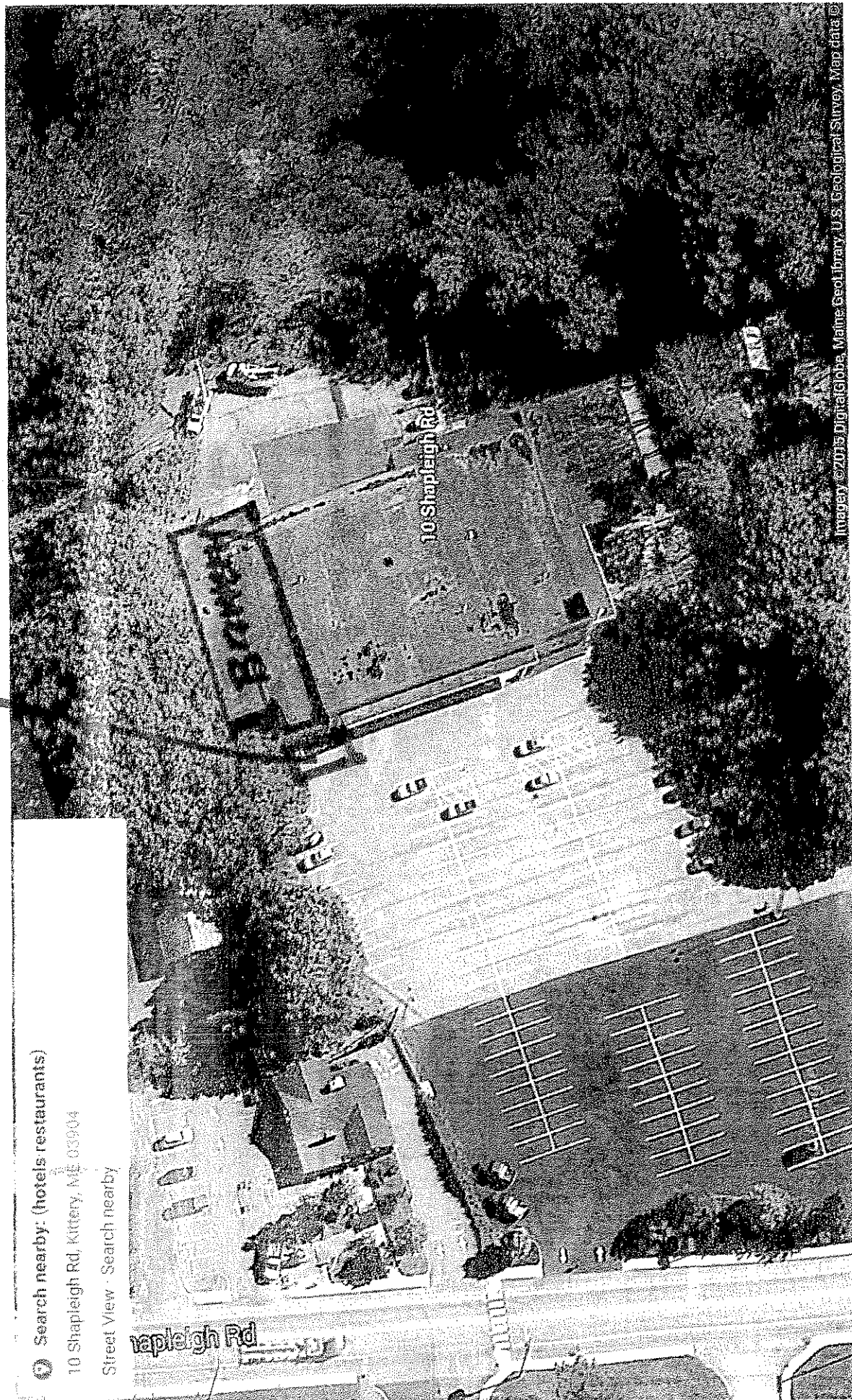
Respectfully submitted,

Deborah Driscoll
Property Manager
Driscoll Realty, Inc.

Tent

3/3/15 8:30 AM

10 Shapleigh Rd - Google Maps





An event to benefit the Kittery K-8 PTA | Serving students, faculty and community

July 23, 2015


Dear Ms. Colbert Puff,

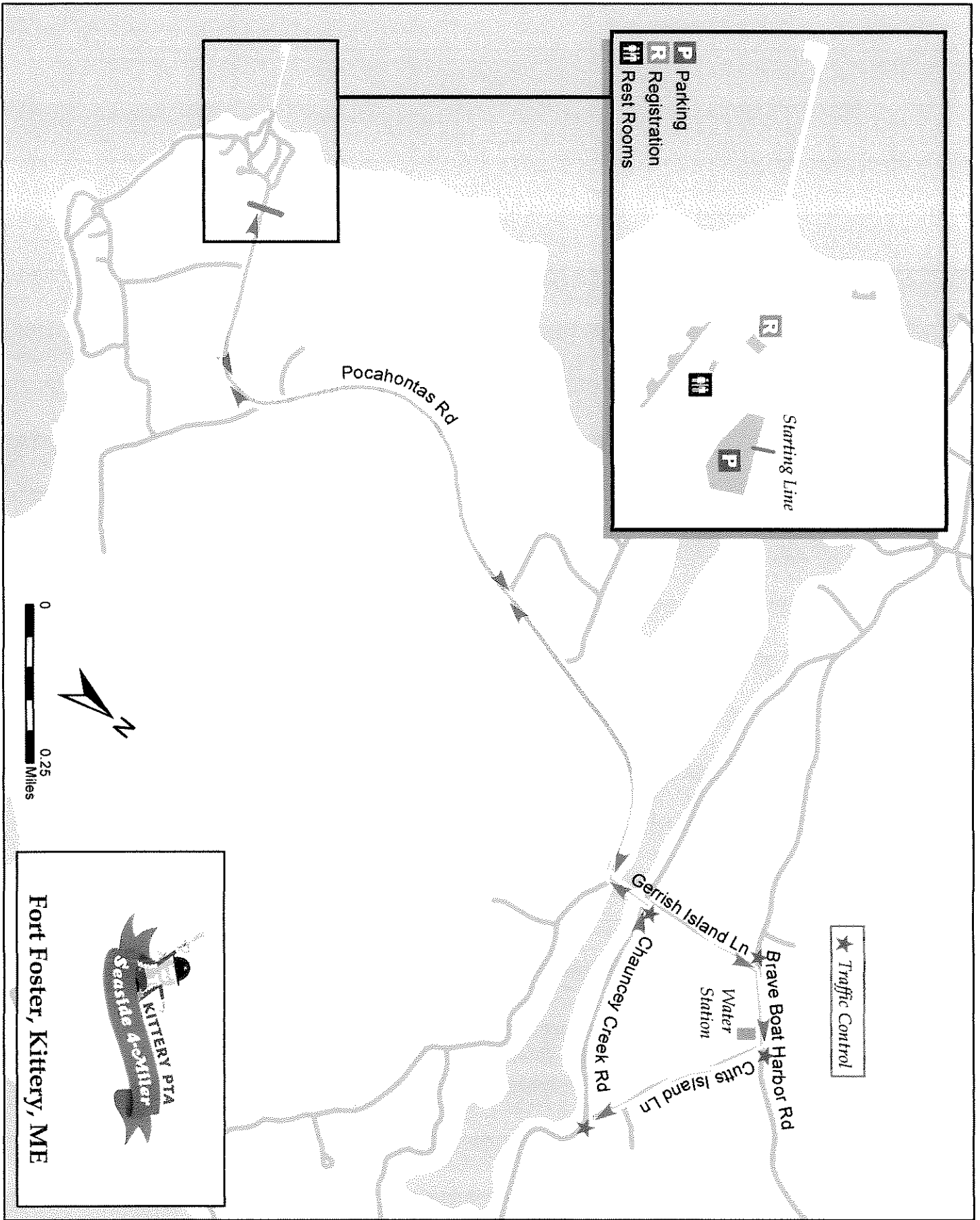
The Kittery K-8 PTA is planning to host its sixth annual Seaside 4 Miler, September 20, 2015, at Fort Foster. For the past 5 years, the PTA has hosted this event at Fort Foster and it has been a huge success! I am writing to ask you for your permission to host the road race at Fort Foster and to hang our promotional banner advertising the road race across Rogers Road and at other points of interest around town. I spoke with Chief O'Brien and he said that the Fire Department would hang the banner for me again this year after receiving the Town Council's approval. Ideally, it would be helpful if the banner could hung on September 1, 2015 and be taken down the Tuesday after the race (KFD has work nights on Tuesdays when they hang/take down banners).

I believe that the PTA banner, hanging across Rogers Road in front of the Kittery Community Center, has been a huge help in making our race successful. We are proud to say that last year the Seaside 4 Miler had over 150 runners and walkers from Kittery and around New England in attendance and raised \$4,000.00 for the Kittery School Department. While last year's event was a success, this year our fundraising goal is much greater. Your permission to host the 4-miler at Fort Foster as well as hang the banner across the road will assist in those fundraising efforts.

I thank you for considering my request and look forward to speaking with you soon. Please feel free to contact me at your convenience.

Respectfully,


Susan Johnson
Seaside 4 Miler Race Director
Home: 439-9904
Cell: 475-4725
s_h_johnson@comcast.net



Race Day Itinerary for Kittery Seaside 4 Miler Sunday, September 20, 2015

6:00am KDPW opens gate. Volunteers start to arrive. Registration, finish line and food area begin setting up. Course gets signs, arrows and mile markers.

7:00-8:00 am Runners and walkers arrive to register for the run/walk

8:15 am Gate closes to all traffic

8:20am Announcements by Sybil Carven, Race Director

8:25 am National Anthem performed by a Kittery student

8:30 am Runners start race

8:35 am Walkers start race

8:48 am approx. First runner will be coming through the gate to the finish line

9:00-10:00 am Post race food will be served

9:30-9:45 Kid's fun run on the main road of the Fort

10:00: Race winners announced by age group

10:30: Most racers and families leave, Volunteers cleaning up

11:00- All race activities are cleaned up

Mark (at the gate) should allow people to come through the gate until about 8:15, at that point, people can park outside of the gate and walk down or they can wait until after the runner's go by and let them come in at that time. The first runner should be coming back through the gate approx. 8:45-8:48. Again, at 8:15 all traffic should stop being let into the gate until approx. 9:40 to let us complete the kid's fun run festivities, which will be running on the Fort's main road.



TOWN OF KITTERY
200 Rogers Road, Kittery, ME 03904
Telephone: 207-475-1329 Fax: 207-439-6806

REPORT TO TOWN COUNCIL

Meeting Date: August 10, 2015
From: Steve Workman
Subject: Alcohol Permit for BikeME Event

EXECUTIVE SUMMARY

Kittery is the host community for the 2015 BikeME event taking place at Fort Foster September 12-19. The event is being managed through the Kittery Recreation Department. A component of this event is a limited beer and wine garden each night at the conclusion of the day's ride. BikeME has requested permission to serve beer and wine on the evening of Saturday, September 12 (opening night). The Department is proposing using the policy adopted for serving alcohol at the KCC to govern this event. This mean alcohol would be limited to beer and wine, served by a licensed caterer with liquor liability insurance. It would also include incidental restrictions such as area designated for consumption, prospering monitoring, etc. As Department personnel will be present for the entire event we will be able to implement and enforce the alcohol policy just as we do for events at the KCC. This proposal was brought to the Parks Commission and they are in support of this by a vote of 4-1 in favor. Weathervane who is already providing food that evening, would be the licensed caterer and the beer would be provided by local Tributary Brewery Company in the spirit of promoting local/Maine products.

STATEMENT OF NEED

Alcohol is provided each night of the ride and is billed as part of the BikeME experience. The nature of the event self governs the consumption of alcohol because each rider must rise early and bike 50 miles the following day to make it to their next destination.

BACKGROUND

Steven Workman will attend the council meeting to answer any questions, review policy and procedures and provide any additional background the council may need.

FACTS BEARING ON THE EQUATION

See attached excerpt from KCC Policy governing alcohol.

CURRENT SITUATION

The consumption of alcohol is not allowed at Fort Foster

PROPOSED SOLUTION/RECOMMENDATION

The Department recommends that the Council approve this one-time request for serving alcohol on September 12, 2015.

RATIONALE FOR THE PROPOSED SOLUTION (INCLUDING COSTS)

There is no additional cost to the Town.

Section 6 – Special Provisions for Performing Arts Events

- 6.1 **License/Permits/Copyrights:** The User shall obtain and pay the fee for all licenses and permits necessary to conduct operations arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the event. The Town may require evidence of such licenses being in effect, with licensing organizations such as ASCAP, BMI and SEAC. The User shall indemnify the Town against any question of use of any such material described above in accordance with the indemnification requirements set forth in this Policy.
- 6.2 **Recording and Broadcast:** The User agrees that any visual or audio recording and/or live or pre-recorded broadcast will comply with all appropriate permit or licensing requirements for subject(s) being recorded. In the event that a recording or live broadcast will occur during a performance(s) signage must be posted in advance to inform the public that they may be recorded during the performance.
- 6.3 **Backstage Access:** The User is responsible for arranging a system of backstage access control if desired. Such a system will not interfere with normal operation of the Facility and must be reviewed in advance by The KCC General Manager.
- 6.4 **Seat Kills:** If the KCC Box Office is being utilized, the User will notify the KCC General Manager as soon as possible if any of the seats will be unavailable for ticket sales because they are being used for equipment.
- 6.5 **Signed Contract for the Act:** The KCC General Manager may require a copy of the signed contract between the User and the act to be presented as part of the Facility Use Agreement. Portions of this signed contract concerning financial arrangements may be excised.
- 6.6 **Scissor Lift:** The User shall have access to and permission to operate the Town's scissor lift for the purpose of working on lights and rigging in the theater provided there is a certified operator. If the User does not have a certified operator the Town will provide one and additional charges may apply.

Section 7 – Special Provisions for the Service and Consumption of Alcohol

- 7.1 **Limitation:** The Service and Consumption of Alcohol is hereby limited to beer and wine. This includes champagne and sparkling wines, but expressly prohibits other types of alcoholic beverages.
- 7.2 **Age Restriction:** No person under the age of 21 years may possess, consume or serve alcoholic beverages. Personnel serving alcohol are responsible for verifying the legal age of each person being served alcohol.
- 7.3 **Functions Geared Toward Minors:** The service and consumption of alcohol is prohibited at any Function geared primarily toward minors.
- 7.4 **Designated Areas:** The consumption of alcohol is restricted to the interior areas of the Facility designated in the Application. The User will ensure signs are posted indicating any alcohol-restricted areas.
- 7.5 **Service of Alcohol:** Alcohol may be served only from areas designated in the Application. All alcohol containers, including kegs, barrels, casks or other containers must remain behind the serving area. Alcohol may only be served by personnel who possess a current certificate of completion of an alcohol server education course approved by the State of Maine. All alcohol must be served in paper or plastic containers or glassware provided by the Catering Service.

- 7.6 Last Call:** The Service of Alcohol must cease at least 30-minutes prior to the end of the Function, as specified in the Application, to allow Patrons adequate time to prepare to leave.
- 7.7 Prohibited Activities:** No marketing practices to encourage the consumption of alcohol will be allowed. Oversized drinks, contests, volume discounts or similar incentives are not permitted. The use of any device or game of chance (“drinking game”) to aid directly in the Service and/or Consumption of Alcohol is strictly prohibited.
- 7.8 Qualified Catering Service:** A Qualified Catering Service is required for the Service of Alcohol. No other entity may provide Service of Alcohol, including the User, unless it is a Qualified Catering Service. A Qualified Catering Service is an individual, partnership, firm, association, corporation or other legal entity properly licensed for off-premise Service of Alcohol in accordance with the alcoholic beverages statutes of the State of Maine (MRS Title 28-A). Proof of such licensing must be submitted with the User’s Application and must include copies of all required licenses and permits. The following rules and regulations for a Catering Service will be in full force and effect for the duration of the Function, including set-up and clean-up:
- (A) Permits:** The Catering Service must secure all required local and/or state permits that are necessary for the Service of Alcohol at the Facility. Such permits must be conspicuously posted for the duration of the Function.
 - (B) Regulation:** The Catering Service must comply with all applicable local, state and federal laws for the Service of Alcohol as well as any applicable requirements set forth by this Policy, the KCC Facility Use Agreement and Application for the Service of Alcohol.
 - (C) Liquor Liability:** The Catering Service must provide a liquor liability insurance policy as described more fully under Section 8 of this Policy.
 - (D) Server Training:** All Catering Service personnel serving alcohol must possess a current certificate of completion of an alcohol server education course approved by the State of Maine. No person under the age of 21 years may serve alcohol.
 - (E) Impairment:** All Catering Service personnel will refrain from consuming alcohol for the duration of the Function, including set-up and clean-up. Any personnel found or suspected of being under the influence or otherwise impaired shall be immediately relieved of duty and asked to leave the Facility.
 - (F) Uniform:** All Catering Service personnel must, for the duration of the Function, wear a highly visible form of identification such as a button, badge, apron, uniform or other appropriate form of identification.
 - (G) Loss of Catering Service Privileges:** Failure to comply with all applicable local, state and federal laws for the Service of Alcohol as well as any applicable requirements set forth by this Policy, the Facility Use Agreement and Application for the Service of Alcohol may result in the immediate suspension and/or long-term loss of Catering Service privileges at the KCC at the sole discretion of the Town.
- 7.9 Transport & Storage of Alcohol:** The User and/or Catering Service are responsible for the purchase, transportation and secure storage of alcohol. This expressly prohibits “BYOB – Bring Your Own Bottle” or “Brown Bagging” by Patrons. All alcohol and related containers must be disposed of properly and/or removed from the Facility immediately after the Function.

- 7.10 Prevention:** It is the responsibility of the User and Catering Service to work together to prevent underage consumption of alcohol, to prevent Patrons from becoming intoxicated, to refuse service to intoxicated Patrons, and to facilitate the safe removal of Patrons from the Function, if their actions warrant removal. It is recommended that the User and Catering Service collectively take steps to encourage food and non-alcoholic beverage consumption to help reduce the risk of intoxication. Toward that end, the User must ensure that non-alcoholic beverages be made available for free or at a lower cost than any alcoholic beverages and an adequate supply of food be available for Patrons. The Service of Alcohol may be discontinued for any Patron or for an entire Function at the discretion of the User, Catering Service, or Town personnel.
- 7.11 Safe Transportation:** The User will promote options for safe transportation of Patrons who consume alcohol at the Function.

Section 8 – Insurance and Indemnification

- 8.1 Insurance:** The following policies of insurance or pooled risk management coverage may be required of the User and/or its agent(s). The User and/or its agent(s) is responsible for procuring and maintaining at its own expense, such coverage for the duration of the Facility Use Period. Prior to the Function the User must provide the Town with a certificate of insurance giving evidence of all required insurances including required amounts.
- (A) Commercial General Liability:** Coverage must provide a minimum of one-million dollars (\$1,000,000) per occurrence combined single limit for bodily injury (including death), personal injury and property damage (including loss of use). The Town, its officers, officials, agents, employees, volunteers and KCC Board of Directors must be listed on the certificate of insurance as additional insured.
- (B) Liquor Liability:** Any Function that includes the Service and Consumption of Alcohol must include a Liquor Liability Insurance policy. Coverage must provide a minimum of one-million dollars (\$1,000,000) each common cause. The Town, its officers, officials, agents, volunteers, employees, KCC Board of Directors and the User, its officers, officials, agents, volunteers and employees must be listed on the certificate of insurance as additional insured.
- (C) Other Insurance Requirements:** The Town may require that additional insurances be maintained by the User or the User's commercial agents, such as, but not limited to caterers. This may include, but is not limited to Workers Compensation and Automotive Insurance. The KCC General Manager will notify the User of any such requirements during the completion of the Facility Use Agreement.
- 8.2 Waiver & Indemnification:** The User hereby understands and hereby agrees to assume all of the risk which may be encountered through the use of the Facility. To the fullest extent allowed by law, the User hereby releases and holds harmless the Town, its officers, its officials, agents, employees and KCC Board of Directors from any and all responsibility and legal liability for any property or personal injury damages to the User, its agents, employees or Patrons resulting from any claim arising from use of the Facility. User will indemnify, hold harmless, and defend them in any and all liability, actions, causes of actions, claims, expenses, and damages on account of any property or personal damages or injuries sustained by the participant which may arise out of and in connection with use of the Facility by the User, its agents, employees or Patrons.

User expressly agrees that this release, waiver and indemnity agreement is intended to be broad and inclusive in its terms and is to be interpreted as permitted by Maine law. If any portion hereof is held to be invalid or unenforceable, it is agreed that the remainder shall continue in full legal force and effect. This release contains the entire agreement between the parties hereto and the terms of this release are



TOWN OF KITTERY, MAINE

TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904

Telephone: (207) 475-1328 Fax: (207) 439-6806

APPLICATION FOR APPOINTMENT TO TOWN BOARDS

NAME: George V. Dow

RESIDENCE: 1 BARLOW ROAD, KITTERY CT. ME

MAILING (if different) _____

E-MAIL ADDRESS: jondow@comcast.net PHONE #: (Home) 439-9866 (Work) 603.339.8468

Please check your choices and list in order of priority by marking 1,2,3, etc.:

- | | |
|---|--|
| <input type="checkbox"/> Zoning Board of Appeals | <input type="checkbox"/> Board of Assessment Review |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> Mary Safford Wildes Trust |
| <input type="checkbox"/> Cable Television Rate Regulation Board | <input type="checkbox"/> Shellfish Conservation Committee |
| <input type="checkbox"/> Recycling Scholarship Selection Comm. | <input type="checkbox"/> Community Center Bldg. Comm./Rec. Comm. |
| <input type="checkbox"/> Parks Commission | <input type="checkbox"/> Open Space Committee |
| <input type="checkbox"/> Port Authority | <input type="checkbox"/> Planning Board |
| <input type="checkbox"/> Personnel Board | <input checked="" type="checkbox"/> Other <u>Rice Public Library Board</u> |

EDUCATION/TRAINING: MBA - BUSINESS MANAGEMENT; Cert. in Finance

RELATED EXPERIENCE (Including other Boards and Commissions) _____

Chairman EDC Comm. Dec

Recycling Scholarship Selection Comm.

PRESENT EMPLOYMENT: TD Bank / v.p. Government Banking

ARE YOU A REGISTERED VOTER OF THE TOWN OF KITTERY ☒ Yes ☐ No

ANY KNOWN CONFLICT OF INTEREST: No

REASON FOR APPLICATION TO THIS BOARD: To provide input to the Board in serving the Kittery Community

I HAVE ☒ HAVE NOT ☐ ATTENDED AT LEAST TWO MEETINGS OF THE BOARD FOR WHICH APPLICATION IS BEING MADE. I AGREE TO ATTEND ALL MEETINGS, EXCEPT FOR SICKNESS OR EMERGENCY, AND WILL ADVISE THE CHAIRPERSON WHEN I AM UNABLE TO ATTEND, IF APPOINTED.

George V. Dow
SIGNATURE OF APPLICANT

7/7/15
DATE